

DRAWN Outside Forsyth County



DEED OF TRUST

NORTH CAROLINA, Forsyth COUNTY

15965  
Mail To: Anca Security Corp  
1009 East Colind Ave  
Charlotte, NC 28204

THIS INDENTURE, Entered into this 1st day of July, 1970 by and between

Edward John & Dolly Swift

of Forsyth County, first party, Richard L. Kennedy, Trustee, second party,  
and A & A Discount Center, Inc., Greensboro, N. C., third party.

WITNESSETH, That whereas the first party is indebted to third party in the sum of

Seven thousand one hundred sixty eight and 20/100\*\*\*\*\* DOLLARS,  
for which said first party has executed and caused to be delivered to said third party one note of even date herewith for said amount,  
payable in Sixty (60) monthly instalments of equal amounts, except the last, which is the same or of a lesser amount,  
beginning September 5, 1970, with interest after maturity at the highest lawful rate, and it has been agreed  
that the payment of said debt shall be secured by the conveyance of the land hereinafter described:

NOW, THEREFORE, in consideration of the sum of \$1.00 to the first party, paid by the second party, said first party has bar-  
gained, sold, given, granted and conveyed, and by these presents does bargain, sell, give, grant and convey to the said second party

and his heirs and assigns, that tract of land in Township, Forsyth County,  
described as follows: Beginning at an iron stake in the northeast edge of Clayton Street, said stake  
being distant 125.5 feet southeastwardly from the east intersection of the southeast line of  
Lot No. 76, a distant of 150 feet to a point in the corner of Lot No. 76; thence in a South  
eastwardly direction along the Southwest line of Lot No. 78 a distant of 60.5 feet to a point  
the corner of Lot No. 74; thence in a southwestwardly direction along the Northwest line  
of Lot No. 74, a distance of 150 feet to a point in the Northeast line of Clayton Street;  
thence in a Northwestwardly direction along Clayton Street 60.5 feet to an iron stake the  
point of beginning. The same being Lot No. 75 as shown on Map of Forrest Hill, Section I,  
as recorded in Plat Book 4, Page 126, in the office of the Register of Deeds of Forsyth  
County, North Carolina.

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereunto belonging, to  
the second party and his heirs and assigns, upon the trust and for the uses and purposes following:

If the said first party shall fail to make any payment hereinbefore specified at the due date thereof, then all remaining instalments shall become due  
at the option of the third party, and on application of said third party, or its assignee, or any other person who may be entitled to the money due, it shall  
be lawful for, and the duty of, the said party of the second part, to advertise said land in some newspaper published in the county in which said land is  
located at least once a week for four successive weeks; or if there be no newspaper published in said county, then in three or more public places in the county  
aforesaid, for thirty days, therein appointing a day and place of sale, and at such time and place to expose said lands at public sale to the highest bidder for  
cash, and upon such sale to convey title to the purchaser.

And the said second party after first retaining 5% of the proceeds of said sale, but not less than \$25.00 in any event, as compensation for making the  
sale, shall then pay the costs and necessary expenses of the sale and apply so much of the residue of said proceeds as may be necessary to discharge said  
note and all interest and other charges then due thereon in accordance with the terms of the note, and shall pay the surplus, if any, to said first party.

The parties of the first part agree to make timely payments of all taxes and assessments and to keep the buildings on the same premises properly insured  
in favor of the party of the third part as its interest may appear and it is further agreed that if the party of the first part fails in this respect and the party  
of the third part advances any money in payment of such taxes, assessments or insurance premiums, the amount so expended shall be deemed principal money  
and be payable when the next instalment is due under the note secured hereby.

The parties hereto do covenant and agree that if the trustee dies, becomes incapable of acting, renounces his trust, or for other reason becomes unac-  
ceptable to the third party, then the third party may appoint, in writing, a trustee to take the place of the second party, and upon the probate and registration  
of the same the trustee thus appointed shall succeed to all rights and powers of the second party.

Any statement of facts or recital by said trustee in this deed in relation to the non payment of the money secured to be paid, the amount due, the adver-  
tisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact. If said first party  
shall pay off said note and interest and discharge fully the trustee, as herein declared, before such sale, then this instrument shall become null and void, other-  
wise to remain in full force and effect.

And the said party of the first part, doth covenant to and agree with said party of the second part, his heirs and assigns: That they are the owner and  
wield of said premises in fee simple; That they have the right to convey the same; That the same are free from any encumbrances whatsoever; That they  
will forever warrant and defend the title to the same from the lawful claims of all persons whomsoever; and that they will execute such further deed or deeds  
as may be necessary or proper to carry out the true intent and purpose of this trust.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, the said first party does hereunto subscribe its respective names and affix its seals.

WITNESS: [Signatures of Edward John Swift and Dolly Swift] (SEAL)

State of North Carolina  
County of Guilford  
I, the undersigned, a Notary Public of Guilford  
Morris M. Jacobs personally appeared before me this day,  
(Name of subscribing witness)  
and being duly sworn, stated that in his presence Edward John Swift and Dolly Swift  
(Names of makers)

signed the foregoing instrument.  
WITNESS my hand and official seal, this the 6th day of August, 1970  
My commission expires: 3/18/85  
Notary Public

STATE OF NORTH CAROLINA, COUNTY, I, a Notary Public do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument, for the purposes therein expressed. Witness my hand and notarial seal, this day of A. D., 19 My commission expires: Notary Public

STATE OF NORTH CAROLINA, COUNTY. The foregoing certificate of, a Notary Public of County, is adjudged to be correct. Therefore, let the instrument, with the certificate be registered. Witness my hand, this day of A. D., 19 Clerk Superior Court

ASSIGNMENT

STATE OF North Carolina COUNTY OF Guilford FOR VALUE RECEIVED, A & A Discount Center, Inc. Greensboro, N.C. does hereby transfer, assign, and set over to the A & A Discount Center, Inc. its assets and assigns, the within Deed of Trust and the Note which same secures, without recourse. DATED this 6th day of August, 1970 A & A Discount Center, Inc. Secretary (if Corporation) President, Owner, Beneficiary

(Corporate Acknowledgement) STATE OF North Carolina COUNTY OF Guilford I, the undersigned Notary Public, certify that Imogene Douthett of A & A Discount Center, Inc. a corporation, and that, by authority duly given and as the act of the corporation, the foregoing assignment was signed in its name by its President sealed with its corporate seal and attested by himself as its Secretary SWORN to before me this 6th day of August, 1970. NOTARY PUBLIC My Commission Expires: 3/18/75

(Partnership or Sole Owner Acknowledgement) STATE OF COUNTY OF I, Notary Public, certify that trading as/a member of the partner, personally appeared before me this day and

STATE OF NORTH CAROLINA—Forsyth County The foregoing (or annexed) certificate of B. L. Hunter, Jr. (here give name and official title of the officer signing the certificate passed upon) is (are) certified to be correct. This the 31 day of Aug A.D. 19 70. Eunice Ayers, Register of Deeds By Ruth Barrow Deputy Assistant

Probate fee 50¢ paid.

PRESENTED FOR REGISTRATION AND RECORD AUG 31 5 54 PM 1970 EUNICE AYERS REGISTER OF DEEDS FORSYTH COUNTY, N.C.

DEED OF TRUST only certify that the within Deed of Trust filed for record in my office at o'clock on day of 1970, and was immediately entered upon the proper indexes duly recorded in Book of Estate Mortgages, page of Register of Deeds for County, North Carolina. Return To: B.T. 1057 PAGE 224 Book